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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER W90XW8-4023-0001 | | PAGE 1 OF 72 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W81GYE-04-R-0036 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME JOYCE KOON | | | | b. TELEPHONE NUMBER (No Collect Calls) 703-428-2096 | |
| 9. ISSUED BY SDDC CONTRACTING CENTER SDAQ-T TERMINAL & TRANS RELATED SVCS DIV 200 STOVALL ST, RM 12S33 ALEXANDRIA VA 22332-5000 TEL: 703-428-3306 FAX: 703-428-3361 | | CODE W81GYE | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 488320 SIZE STANDARD: \$21.5 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY CODE | | | |
| 17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE | | CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | | PAGE 2 OF 72 | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------|------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | | | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | 42a. RECEIVED BY (Print) | | | |
| | | | 42b. RECEIVED AT (Location) | | | |
| | | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS | |
| | | | | | | |

Section SF 1449 - CONTINUATION SHEET

SOLICITATION

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001 | S&RTS Jacksonville, FLA (MPS) FFP S&RTS Jacksonville, FLA (MPS) PURCHASE REQUEST NUMBER: W90XW8-4023-0001 | 1 | Lot | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|--------------------------------------------------------------------------------|-----|
| 0001 | POP 01-AUG-2004 TO 31-JUL-2006 | N/A | USMC Jacksonville Port Authority Blount Island Terminal FOB: Destination | |

PWS

PERFORMANCE WORK STATEMENT

| PROVISION NO. | TITLE |
|------------------|-------|
|------------------|-------|

1. GENERAL

| | |
|-----|------------------------|
| 1.1 | Scope |
| 1.2 | Quality Control |
| 1.3 | Management Information |
| 1.4 | Safety |
| 1.5 | Security |
| 1.6 | Access to Facilities |

2. DEFINITIONS/ACRONYMS

| | |
|-----|--------------------------------------|
| 2.1 | SDDC Regulation 56-69 |
| 2.2 | DoD Regulation 4500.32R |
| 2.3 | Glossary of SDDCC Terms (Attachment) |

3. GOVERNMENT FURNISHED FACILITIES, SUPPLIES, AND EQUIPMENT

| | |
|-----|-------------------|
| 3.1 | General |
| 3.2 | Facilities |
| 3.3 | Supplies/Services |
| 3.4 | Equipment |

4. CONTRACTOR FURNISHED FACILITIES, SUPPLIES, AND EQUIPMENT

| | |
|-----|----------------------------------------|
| 4.1 | Gear and Equipment |
| 4.2 | Government Use of Contractor Equipment |

5. CONTRACTOR'S DUTIES

| | |
|-----|------------------------|
| 5.1 | General |
| 5.2 | Specific Duties |
| 5.3 | Other Work |
| 5.4 | Miscellaneous Services |

6. APPLICABLE REGULATIONS AND FORMS

| | |
|-----|---------------------------------------------------------------------------------------------------|
| 6.1 | Safety and Fire |
| 6.2 | MTESA SOP 715-1 Management of Stevedoring & Related Terminal Services Contracts, dtd 30 APR 97 |
| 6.3 | Operation Regulations and Instructions |
| 6.4 | Forms |

1. GENERAL.

1.1. Scope. This contract covers the handling of Department of Defense sponsored cargo for the United States Marine Corps (USMC) Biennial Maintenance Cycle for an estimated total of forty four (44) vessel operations for the two year period of performance (estimate 11 vessel operations per year) at the USMC Jacksonville Port Authority Blount Island Terminal Gates Petroleum Property. The Contractor, as directed by the Contracting Officer, shall arrange for and provide stevedoring and related terminal services, including all materials and equipment, incident there to, unless otherwise specified and provided by the Government. The Government reserves the right to operate, load and/or discharge certain types of equipment as directed by the Contracting Officer. Ammunition operations, once commenced shall continue until completed and shall be conducted at Berth 1, Gates Terminal, on Blount Island, in Jacksonville, Florida.

1.1.1. The U.S. Marine Corps reserves the right to conduct training for Reserve units. Historically, the USMC has reserved one complete cycle (Discharge and Load evolution) each year for training of East and West Coast USMC Beach Terminal Companies, Navy Cargo Handling Group units, and TRI-MEF exercises. The USMC will advise the Contracting Officer when such training is scheduled; such notification shall be provided to the Contracting Officer as soon as known but must be provided at least 30 days prior to the scheduled start of an operation. The Contracting Officer will then notify the Contractor of the USMC training schedule. During these training cycles, the Contractor shall provide labor as required to support this operation. Such labor, when requested, shall be compensated at the manhour rates established in Section B, the Schedule of Rates.

1.2. Quality Control. The Contractor shall establish a Quality Control Plan, which will assure the Government that the Contractor's management is placing proper emphasis on quality performance of all contract requirements. Special emphasis will be placed on equipment maintenance and serviceability.

1.2.1. The Contractor's Quality Control Plan will be evaluated as part of the technical capability evaluation. The Contractor shall use a quality performance inspection checklist, which includes all elements in the Performance Requirements Summary. The Contracting Officer will approve the Quality Control Plan within thirty days of contract award.

1.2.2. The Contractor shall submit monthly reports of the results of his inspections to the Contracting Officer within five (5) working days of the following month.

1.3. Management Information.

1.3.1. When scheduling explosives to be loaded and/or discharged from Maritime Preposition Ship (MPS) vessels, USMC Blount Island Command (BIC) in conjunction with the Military Sealift Command (MSC) will be responsible to arrange for the berthing at a day and time agreed upon, but always during the periods of the lowest terminal activity.

1.3.2. Time and place for daily operations meetings, as established by the Government, will be provided to the Contractor prior to and during each vessel operation. Presence at these meetings by the Contractor's on-site representative is mandatory.

1.3.3. The load/discharge evolutions will generally be conducted as follows:

1.3.3.1. Ammunition handling operations will generally commence on Friday evening at approximately 1900 (7:00 P.M.) hours and will continue around-the-clock until completed. Ammunition operations should take between 16-30 hours depending upon the class of vessel. Ammunition operations may not proceed beyond 0800 (8:00 A.M.)

hours the following Monday. If not completed by 0800 (8:00 A.M.) hours, ammunition operations will be rescheduled through the Government.

1.3.3.2. Weekday work hours will normally be an eight-hour shift.

1.3.3.3. AMSEA Class Vessel Operations.

1.3.3.3.1. General: The AMSEA Class vessels have no cell guides for stowage of containers; containers are handled in two separate operations. The KALMAR low mast container handler (furnished by the Government) is used for the handling of the containers and must be placed in the ship's hold to conduct operations. For loading, the crane must first lift the container into the square of the hatch and place it on the deck. Then, the KALMAR is used to lift the container from the square and move it into the ship's wings for placement in its stow location. The reverse operation is conducted for discharging the vessel. Approximately 50% of all containers for this vessel are handled in this manner. The positioning of the KALMAR into or from the hold, its lashing or unlash, and the two phased operation for the stowing or discharging containers are inclusive operations and are payable under the applicable commodity rates in Section B in the Schedule of Rates.

1.3.3.3.2. Discharge: The vessel will generally arrive on Wednesday's high tide. Government personnel will begin removing the weather deck lighterage. On Thursday morning, the Contractor shall conduct Lift On/Lift Off (LO/LO) operations usually removing weather deck containers and 3 or 4 pieces of cargo handling equipment, (Rough Terrain Container Handlers- (RTCHs)) and/or KALMARs (ship's equipment; low masted container handler). On Friday, the Government will perform safety inspections in preparation for the ammunition operations. Friday night and as much of Saturday and Sunday, as necessary, will be set aside for ammunition operations. Sunday, when ammunition operations are completed, the Contractor shall conduct both Roll On/Roll Off (RO/RO) and LO/LO operations. Monday and Tuesday will be a continuation of RO/RO and LO/LO operations until they are completed. The vessel will sail on Wednesday.

1.3.3.3.3. Load: The vessel will generally arrive on Sunday. Monday morning the Contractor shall begin both RO/RO and LO/LO operations. LO/LO operations shall include several pieces of equipment (LVS and bulldozers). Tuesday and Wednesday will be a continuation of RO/RO operations and LO/LO operations (general cargo containers on the wings). RO/RO operations will be finished up on Thursday. Friday will be the Government inspection process with the Contractor providing a blocking and bracing gang for ramps. Ammunition operations will continue on Saturday and Sunday, as necessary. Upon completion of ammunition operations, the Contractor shall commence LO/LO operations to load the weather deck containers, RTCHs and KALMARs. Government personnel will load the Navy Lighterage. The Contractor shall complete RO/RO operations on Monday. The vessel will sail on Tuesday.
See vessel diagram in the Attachments.

1.3.3.4. WATERMAN Class Vessel Operations.

1.3.3.4.1. Discharge: This vessel will generally arrive on Thursday. RO/RO operations of Hold #7, approximately twenty (20) pieces, and LO/LO operations of the weather deck containers will begin. Government personnel will begin discharging lighterage on Thursday which, usually carries over to Friday. The Government will perform safety inspections in preparation of ammunition operations, which will usually beginning at 1900 (7:00 P.M.) hours. Friday night and as much of Saturday and Sunday, as necessary, will be set aside for ammunition operations. On Sunday, after ammunition operations have been completed, the Contractor shall continue to perform both the RO/RO and LO/LO operations until the vessel is complete. The vessel will sail on Wednesday.

1.3.3.4.2. Load: The vessel will generally arrive on Sunday. The Contractor shall perform RO/RO and LO/LO operations on Monday, Tuesday, Wednesday, and Thursday as required. On Friday, the Government will conduct safety inspections in preparation for ammunition operations usually beginning at 1900 (7:00 P.M.) hours. Ammunition operations will continue around-the-clock until complete. Upon completion of the ammunition operations on Sunday, LO/LO operations will commence to load the weather deck containers. Government

personnel will begin loading lighterage. Lighterage and weather deck containers will be completed on Monday. The vessel will sail on Tuesday. See vessel diagram in the Attachments.

1.3.3.5. MAERSK Class Vessel Operations.

1.3.3.5.1. Discharge: The vessel will generally arrive on Tuesday. Depending upon the arrival time, operations may begin on Tuesday. Government personnel will begin discharging the lighterage and Contractor personnel will begin RO/RO operations of vehicles and LO/LO operations of weather deck containers simultaneously. RO/RO and LO/LO operations will generally take place on Wednesday and Thursday, as necessary. Then LO/LO operations will remove weather deck containers and RTCHs. RO/RO operations may continue on Friday and the Government will conduct their safety inspections on Friday also. Ammunition operations will usually begin at 1900 (7:00 P.M.) hours and continue around-the-clock until complete. On Sunday, after the completion of the ammunition operations, LO/LO operations will remove general cargo containers. Monday and Tuesday, if necessary, LO/LO operations will be completed. The vessel will sail on Wednesday.

1.3.3.5.2. Load: The vessel will generally arrive on Sunday. The Contractor shall perform RO/RO and LO/LO operations. LO/LO operations will include the loading of breakbulk cargo and general cargo containers on the outer side of the holds. RO/RO operations can also be accomplished forward of the first container hold. See vessel diagram in the Attachments.

Monday through Thursday the Contractor will continue with RO/RO & LO/LO operations. The Government will conduct inspections Friday in preparation for ammunition operations beginning at approximately 1900 hours and usually continuing into Sunday morning. Upon completion of ammunition operations, the Contractor will begin RO/RO operations. Monday will be a continuation of RO/RO operations until complete. The ship will sail on Tuesday.

1.3.3.6. Maritime prepositioning force (enhanced)/MPE (E) vessels refer to Section B – Schedule Notes, and the Attachments for details on the following vessels of this class:

USNS 1LT Harry L. Martin (T-AK 3015) ex-Tarago.
USNS GySgt Fred W. Stockham (T-AK 3017) ex-Soderman.
USNS LCpl Roy Wheat (T-AK 3016) ex-Vaslyev.

Estimated quantities for these vessels are provided in Section B, the Schedule of Rates.

1.3.4. Vehicles which contain nested equipment will be counted only as a single vehicle under the appropriate vehicle item number and paid at the appropriate commodity rate.

1.3.5. The Government will provide maintenance teams responsive to inoperative or stalled vehicles.

1.3.6. The Government retains the right to load/discharge special purpose vehicles and equipment (Schedule 1A1 & 1A2) as determined by the Contracting Officer. The Contractor shall secure/unsecure these vehicles and equipment and shall be paid at the appropriate commodity rate in the Schedule of Rates.

1.3.7. The Government reserves the right to discharge/load all crew served weapons, all vehicle batteries, packaged POL products, maintenance supplies and specialized/sensitive items.

1.3.8. The Government will furnish to the Contractor:

1.3.8.1. Advance information and documentation, to include a concise (listing) of cargo and a pre-stow plan along with any changes, as available.

1.3.8.2. Manifests or other documents on which the Contractor's invoice for payment is based. The Contractor shall submit invoices to the Contracting Officer's Representative after each vessel operation.

1.3.8.3. Name of the vessel and information on expected times of arrival and departure.

1.4. Safety. The Contractor shall comply with safety and fire regulations promulgated by the Commander, Military Surface Deployment and Distribution Command SDDC, Commander, USMC Blount Island Command (BIC); and other Federal and State authorities having jurisdiction, while performing services under this contract.

1.4.1. The Contractor shall establish and maintain an effective and comprehensive Occupational Safety and Health Program which is consistent with OSHA Standard 1910. The Contractor shall provide safe and healthful conditions in places of employment, consistent with OSHA Standards (1910, 1917, and 1918), and acquire, maintain and require the use of safety equipment, personal protection equipment and devices necessary to protect employees.

1.4.2. All equipment operated on the terminal shall be maintained and operated in accordance with applicable federal, state, and local laws, and Department of Defense (DoD) and military regulations, to include regulations promulgated by the USMC BIC Terminal Commander specifically for the guidance of Contractors.

1.4.3. The Contractor shall conduct safety briefings at each shift change or as a new labor force is added to on-going operations. Safety briefing(s) will include all safety information as directed by the Contracting Officer. Safety briefing(s) conducted by the Contractor shall be inclusive in the commodity rate.

1.4.4. Use of Military and Civilian Drivers and Licensing Requirements:

1.4.4.1. Contractor personnel operating in-transit Government vehicles (in-transit military vehicles) for which the Government is responsible, must possess a valid state driver's license. When driving specialized equipment (tracked, tanks, etc.) a valid Government permit, U.S. Government Motor Vehicle Operator's Identification Card, OF 346, is also required. License checks will be made by Contractor management prior to assignment of work and may be made by the Contracting Officer at anytime. Contractor's compliance process will be documented in the Quality Control Plan (QCP).

1.4.4.2. All Contractor personnel operating vehicles during loading/unloading operations shall be trained and qualified to operate the equipment to which they are assigned. The Contractor is required to conduct and document initial and periodic refresher training and maintain training files on each employee engaged in ammunition operations. The Contractor will make available personnel training records when a request is made by the Government. Additionally, all personnel engaged in handling explosives to include operating yard hustlers, RTCHs and cranes, flagman, headers, etc., shall have medical examinations completed every two years until age 60, after which they shall be given annual examinations. Physical examinations shall be conducted IAW CFR 49, Chapter III – Federal Motor Carrier Safety Administration, Part 391 – Qualification of Drivers, Subpart E, Section 391.41. Contractor's compliance process shall be documented in the Quality Control Plan (QCP).

1.4.4.3. Contractor shall drive all non-tracked, non-specialized, wheeled vehicles and all tracked vehicles without pads from/to the transfer point, approximately 200 feet from the vessel. Inclusive in the driving of tracked vehicles without pads is the requirement to lay protective material along the entire path of the tracked vehicle to include the pathway inside the vessel. Compensation for this function shall be inclusive in the commodity rates.

1.4.4.4. USMC BIC personnel, either Government and/or base Contractor, or in combination with military personnel, will operate all track vehicles with pads and other specialized vehicles as directed by the Contracting Officer. Compensation for this portion of the operation shall consist of the following functions inclusive in the commodity rates:

1.4.4.4.1. The Contractor shall only be required to lash these vehicles after personnel have placed the equipment in its stow location for loading in accordance with this statement of work.

1.4.4.2. During discharge operations, the Contractor shall only be required to unlash the vehicles and stow the lashing gear.

1.4.5. Death or Injury to Personnel. The Contractor shall immediately (within 1 hour) notify the Contracting Officer of the absence of his personnel due to injury or death, or for purpose of receiving medical attention due to an injury during or arising from performance under this contract; and, in addition, the Contractor agrees to furnish to the Contracting Officer a written report (DA Form 285 - Accident Report) of each and every accident occurring to the Contractor's employees in the manner prescribed by the Contracting Officer by close of business (COB) on the day of occurrence.

1.4.6. Shoreside Gantry Crane. The Shoreside Gantry Crane is Government Furnished Equipment (GFE) and will be used at the direction of the Contracting Officer. The Contractor and the Government, using a form provided by the Government, will jointly inspect the equipment prior to and after each change of operator. Contractor personnel must be certified to operate a crane and present a valid certificate of completion from a certified gantry crane operator training program. The Government reserves the right to remove any crane operator at any time based on poor, improper, and/or negligent performance and/or for any action deemed unsafe. The Government may restrict said operator from future operations until satisfactory completion of a new training program and subsequent testing on the BIC crane. The Contractor shall be liable for all damage(s) resulting from poor, improper, and/or negligent performance. The Contractor shall be provided a written statement as to the reason for the removal within 24 hours of such action and shall provide the Contracting Officer with a detailed response to include corrective actions taken within 5 days of receipt of said notification.

1.4.6.1. Movement of the Government furnished USMC Gantry Crane between hatches, will be considered part of routine business on a commodity operation, except for Government or vessel crew caused delays over 20 minutes.

1.4.7. Communication. The Contractor shall maintain and use appropriate communications equipment for Contractor personnel to conduct safe and orderly operations at all times. The Contractor shall maintain two-way radio communication between the crane operator, flagman, header, and pier foreman during all crane operations. Communication equipment must be Hazards of Electromagnetic Radiation to Ordnance (HERO) approved, and intrinsically safe.

1.5. Security.

1.5.1. The Contractor is responsible for cargo entrusted to his care and shall exercise reasonable custody and control pursuant to the terms of this contract. The Contractor shall be responsible for protecting cargo from loss or damage while in his custody.

1.5.2. In all instances where cargo, ship, inland cargo conveyance, ship equipment, or Government property is damaged, lost or pilfered while in the care, custody or possession of the Contractor, or through handling by the Contractor's employees, agents, or subcontractors, notification of incident within 2 hours of occurrence or discovery to the Contracting Officer with a full report of the facts and the extent of such damage or loss shall be submitted by the Contractor to the Contracting Officer within 48 hours of the occurrence or discovery, using the Cargo Discrepancy Report, MTDC-SAO-48-R.

1.5.3. All Contractor personnel, vehicles and equipment shall be subject to search upon entering the Blount Island Terminal, USMC Facility, and/or Government designated property.

1.6. Access to Facilities.

1.6.1. Permanent or temporary personnel, hired directly or indirectly by the Contractor for work to be performed under this contract, must have in their possession, and display when required, a current photo identification badge issued by the Port of Jacksonville. Personnel will comply with installation security regulations, and personnel not complying with these requirements will not be allowed in terminal areas. Contractor management will ensure compliance with this requirement, as well as paragraph 311.12 Seaport Security Standards, Title XXII Ports and Harbors, of the 2003 Florida Statutes.

1.6.2. Company vehicles will be conspicuously marked with company or union logos. Only bonafide company vehicles will be allowed entry to, from, or through the USMC BIC Pier. Privately-owned-vehicles are not authorized on the BIC Pier.

2. DEFINITIONS AND ACRONYMS.

2.1. See SDDC Reg 56-69.

2.2. See DoD Reg 4500.32-R.

2.3. Glossary of SDDC Terms (see Attachments).

3. GOVERNMENT FURNISHED FACILITIES, SUPPLIES, AND EQUIPMENT.

3.1. General.

3.1.1. The equipment, facilities, and supplies to be furnished by the Government for the Contractor during the performance of this contract are specified within this Statement of Work.

3.2. Facilities. Office space will not be furnished for the performance of services required by the Contractor.

3.3. Supplies/Services.

3.3.1. Dunnage, Lashing and Securing Materials.

3.3.1.1. The Government will provide wire, cable, turnbuckles, shackles, clips, lumber, dunnage, chocking and blocking material which may be required in the performance of the services here under. Any materials provided by the Government that are not used shall be turned in, by the Contractor, to the Government upon completion/performance of work.

3.3.1.2. When requested by the Contracting Officer, the Contractor shall furnish wire, cable, turnbuckles, and other securing material. These materials are obtained for and on behalf of the Government who shall be the owner thereof at the time of acquisition and used in the performance of work under this contract and the Contractor will be compensated for such, from Out-of-Pocket expenses.

3.3.1.3. When the Contractor furnishes any materials, from his own stock he shall submit a signed certification listing such materials with itemized costs. The Contracting Officer's certification indicating prior approval of the quantity and prices will be presented with the invoice for reimbursement, otherwise reimbursement will not be made.

3.3.1.4. Dunnage and lashing materials furnished by the Contractor in accordance with this statement of work shall be of grades in all respects suitable for the specific use intended and of a quality acceptable to the Contracting Officer. This shall be delivered to the shipside or such other location as may be designated, in quantities, sizes and dimensions as may be ordered by the Contracting Officer.

3.3.2. Blank Government Forms. Forms required for operations will be provided to the Contractor as indicated in this statement of work (See the Attachments).

3.4. Equipment. The Contractor shall provide all equipment necessary for the performance of all services required by this contract. Reimbursement for said equipment shall be in accordance with the applicable rates for the work being performed; i.e. costs for equipment shall be inclusive in the commodity rates. When work is performed under Extra Labor, reimbursement shall be in accordance with Schedule V, except for any Government Furnished Equipment (GFE) as provided in paragraphs 3.4.1 and 3.4.2 below.

3.4.1. Heavy Lift Equipment. Heavy lift equipment for ship operations consists of floating crane, gantry crane, mobile dock and truck cranes with crews. Other accessorial equipment used for heavy lift operations such as blocks on booms, wire and rope falls rigged, shall be provided by the Government when requested by the Contractor. However, such equipment shall not be used when, in the opinion of the Contracting Officer, the ship's equipment can be used satisfactorily. When working with Government equipment, the Contractor shall in no way be deemed to be an agent of the Government. Further, if the Government does not provide the aforementioned equipment, it shall be furnished by the Contractor who will be compensated at the equipment rental rate set forth in the contract or as an "Out-Of-Pocket" cost. Out-of-Pocket costs are defined as those services provided by the Contractor at the request of the Contracting Officer and for work which is not covered by the Schedule of Rates. The Contractor must obtain written prior approval for such expenses from the Contracting Officer.

3.4.2. The Government will provide twelve (12) Container Chassis to the Contractor as Government Furnished Equipment (GFE). The Contractor shall be responsible for maintaining this equipment in working order. Government equipment utilized by the Contractor will be jointly inspected prior to and after each vessel operation, noting any deficiencies or shortcomings in the process, by both parties prior to use, utilizing the DD Form 626 (for container chassis). DD Form 626 can be found in the Attachments. The Contractor shall acknowledge receipt of equipment, by countersigning block 16 of DD Form 626.

3.4.3. Care of the Government-Furnished Gear, Materials and Equipment. The Contractor will ensure that Government Furnished Equipment is returned to the Government in the same condition as received, fair wear and tear accepted. The Contractor shall, at his own expense, either repair or replace all gear and/or equipment damaged in the course of his operations or reimburse the Government for the cost thereof.

4. CONTRACTOR FURNISHED FACILITIES, SUPPLIES, AND EQUIPMENT.

4.1. Gear and Equipment.

4.1.1. The Contractor shall be required at his own expense to furnish all gear and equipment for ship operations, sufficient to perform services required by this contract, to include but not limited to the following: ammunition gear (when handling ammunition and explosives), hooks, chain slings, wire rope slings, (except heavy lift slings used in connection with shore or floating heavy lift cranes), spreader bars (to include manual container spreader bars), vehicle wheel nets, trailers, lift trucks, yard-hustlers and warehouse tractors (Contractor shall be required to tow an estimated 100 - 200 vehicles per vessel). Government equipment shall not be used to tow equipment except as specifically authorized by the Contracting Officer. Equipment must meet all federal, state, and local regulations, and be in proper working order. Records of required equipment inspections, load testing and certification shall be made available for review by the Contracting Officer upon request. Equipment must pass Government Safety Inspections as required. All vehicles and equipment used onboard ammunition laden vessels must meet 49 CFR, Part 176.78 criteria. Lifting gear will be tested, tagged, and certified annually.

4.1.1.1. Materials Handling Equipment (MHE) must be capable of lifting 12,000 lbs at 48" load center and may be required to traverse through areas with a 6' clearance. Equipment must meet Motor Vehicle Inspection List criteria. Contractor is required to use MHE on ship ramps with varying inclines, including ramps with inclines greater than 13 degrees. Compensation for Contractor owned MHE utilized in the performance of commodity operations shall be inclusive in the applicable commodity rate.

4.1.1.2. The Contractor shall be compensated for furnishing mobile equipment in accordance with Schedule V, whenever such equipment is required in connection with services performed on an extra labor basis. Compensation will be paid at rates as stated in Schedule V.

4.1.1.3. The Contractor shall provide trained and qualified operators when the gear of the vessel is used. The Contractor shall address this requirement in his Quality Control Plan.

4.1.2. All Contractor supplied equipment shall be equipped with fire extinguishers. The Contractor shall inspect his equipment prior to the start of each vessel operation.

4.1.3. All forklifts employed in ammunition laden vessel operations shall be diesel or propane powered and must meet 49 CFR, Part 176.78 criteria.

4.1.4. The Contractor shall provide container conveyances with adequate locking devices to keep the container from shifting in transit. Compensation shall be inclusive in the applicable commodity rate.

4.1.5. The Contractor shall not employ forklifts in lifting any container of 20' or larger. The Contractor shall have a container/top-lifter that will pickup a 4' high 20' container. Compensation for performing this function shall be inclusive in the applicable commodity rate.

4.1.6. The Contractor shall use electric chain saws when working on ammunition-laden vessels. Compensation for performing this function shall be inclusive in the applicable commodity rate.

4.1.7. Contractor furnished supplies and equipment shall be properly managed, stored, maintained and operated such that there is no release to the environment of any oil, hydraulic fluid, grease or hazardous substance. Cleanup of any such spill will be at the expense of the Contractor. The Contractor shall remove all Contractor-furnished supplies and equipment within 24 hours of completing vessel operations for which those supplies and equipment were required. Port Operations Spill Response Equipment List contains the list of materials required to be maintained on-site by the Contractor for spills and cleanups.

4.1.8. Communications Equipment. Contractor shall provide two-way radio communication equipment (for Contractor personnel) as necessary to maintain a safe and orderly work environment. Contractor shall include his communication plans in his Quality Assurance Plan.

4.2. Government Use of Contractor Equipment. If, for any reason, the Contractor is unable to perform services under this contract, the Government may elect to rent Contractor owned equipment required for the performance of the contract. The Contractor shall rent said equipment to the Government at rental rates negotiated at the time of the requirement. The Government will accept such gear and equipment as it may elect to rent, where is/as is, and agrees to furnish fuel, lubricants and operators. A joint condition survey shall be made when the gear and equipment is turned over to the Government and also when returned to the Contractor. The Government agrees to maintain the gear and equipment and return it to the Contractor in as good a condition as originally received, fair wear and tear excepted.

4.2.1. The rental period shall continue for the duration of the Contractor's inability to perform services under this contract, but not to exceed 180 days, unless extended by agreement of the parties. The Contractor's obligation to rent the gear and equipment shall cease upon the expiration of the contract.

4.2.2. The Contracting Officer shall determine whether the Contractor is unable to perform services under this contract and shall determine the duration of such inability, such findings of fact to be conclusive on the parties subject to the Disputes Clause FAR 52.233-1 in 52.212-4.

5. CONTRACTOR'S DUTIES.

5.1. General. At the beginning of each day's operation or shift, the Contractor or SDDC Representative will give a 10 minute safety briefing to the longshore gans, tailored to the type of operation and/or work that is being conducted. These briefings will be considered mandatory, and inclusive in commodity rates. Safety briefing topics to be covered will be provided to the Contractor by the Government Representative. Safety Briefings will begin promptly at start of each shift.

5.1.1. The Contractor shall be responsible for providing the necessary personnel, equipment, and Stevedoring Services to receive from/transfer to the Government all cargo identified in the Schedule of Rates for the loading and discharge of all Maritime Prepositioning Ship (MPS) vessels.

5.1.2. The Contractor shall receive from/transfer to the Government all cargo at the designated transfer point(s) on Blount Island (to include the Jacksonville Ports Authority and the Gates Petroleum property).

5.1.3. At the start of each operation, the USMC shall provide the Contracting Officer with a list of those items of equipment that the USMC will provide supplemental driver support for and those items that will require only lashing by the stevedore Contractor. The Contracting Officer will provide said listing to the Contractor. Payment for these functions shall be IAW the rates established in Section B, the Schedule of Rates. Vessel load and discharge schedules reflect stevedore driver support for all wheeled vehicles and non-padded track vehicles. All other vehicles are to be driven by USMC personnel IAW this statement of work. Should the USMC require additional drivers to support operations they will be paid IAW the applicable manhour rate schedule in the Schedule of Rates.

5.1.4. The Contractor shall have an on-site manager available when there is stevedoring activity on-going.

5.1.5. The Government's dockside container crane will be utilized for both Load/Discharge of vessels at the direction of the Contracting Officer.

5.2. Specific Duties. The Contractor's specific duties include ship operations, rail and truck operations, terminal work, cargo accountability, or other work, as directed by the Contracting Officer.

5.2.1. Ship Operations. Vessel load and discharge operations are anticipated to be conducted on four (4) different vessel classes, which may affect Contractor productivity. The Contractor shall perform ship operations, including but not limited to, on the following vessel classes: the AMSEA class, the MAERSK class, the WATERMAN class, and the MPF (E) class. The Contractor is required to be knowledgeable on the specific characteristics for cargo loading and discharge requirements for each of these vessel types before beginning ship operations. The Contractor shall use the best commercial methods for loading and discharging cargo from vessels. See Vessel Diagrams (Attachments) which provides specific vessel characteristics and unique procedures for operational consideration. Specific quantities for each vessel operation are provided in the Schedule of Rates.

5.2.1.1. Loading Ships. The Contractor shall perform the following duties:

5.2.1.1.1. The Contractor shall remove, handle and dray cargo from the designated transfer point(s) and from open top trucks and trailers alongside the vessel. The Contractor shall stow said cargo in any space in the ship including holds, 'tween decks, on deck and tank tops.

5.2.1.1.2. Discharge of explosive containers from railcars, loading them onto trucks, draying them alongside vessel, and lifting the containers to their stow locations aboard the vessel will be included in the Commodity Rate as set forth in Section B, Schedule IA1. Handling of explosive containers will take place concurrent with vessel loading activity.

5.2.1.1.3. The Government will determine the order in which containers and equipment are loaded. The Contractor shall move all containers and equipment from their respective staging areas to shipside. All conveyances used to transport containers and equipment must be capable of transporting cargo in a manner that will prevent shifting during transit IAW this statement of work.

5.2.1.1.4. Once ammunition operations have begun, operations may run continuously until all ammunition, general cargo and vehicles have been loaded and secured to the satisfaction of the Contracting Officer.

5.2.1.1.5. The Government will pre-stage all containers in the vessel staging area (see map in the Attachments). The Contractor shall move these containers from the staging area to the vessel or place of rest. Compensation for the lifting of the container to the conveyance, drayage to the vessel, loading and securing will be inclusive in the applicable commodity rate in Section B, Schedule IA1.

5.2.1.1.6. The Contractor shall load vehicles and containers in an order and to the shipload locations determined by the Government and as coordinated between the Government, the Contractor, and the USMC prior to commencing vessel loading operations. Once the vehicle/container is placed in the designated position and the driver is directed by the Government to leave the vehicle, or the container or piece of breakbulk cargo is placed in a designated stow location and MHE has been removed from the handling of the container/piece, other than for the lashing of said cargo, that move is completed. If the Contractor is subsequently required to move the piece to another location at the request of the Government, this changes the operation from commodity to manhour/extra labor and is therefore, payable at extra labor and equipment rental rates IAW Section B, Schedules II – V.

5.2.1.2. Discharging Ships. The Contractor shall remove and handle cargo from any space in the ship, including holds, 'tween decks, on deck, and deep tanks. The Contractor shall land said cargo at place of rest in/at the designated transfer area; also on open-top trucks and trailers alongside ship.

5.2.1.2.1. Explosive discharge operations, once begun, will run continuously until all explosive containers have been discharged and moved to the ammunition container staging area. Compensation for discharge from the vessel, loading to a conveyance, drayage, and placement in the staging area shall be inclusive in the applicable commodity rate.

5.2.1.2.2. Rail load operations, at the direction of the Contracting Officer, will commence at the same time explosives container vessel discharge operations begin. Explosive containers will be discharged from the vessel, to trucks, and subsequently to the railcars. The train will be configured in the order directed by the Government agents in the rail staging area. Rail load operations will continue until all explosive containers required to be cleared from the port by rail have been loaded and secured to the satisfaction of the Contracting Officer. Discharge of explosive containers from the vessel to trucks alongside ship, draying containers to the rail yard, and lifting of containers from the truck to the railcar will be included in the Commodity Rate as set forth in Section B, Schedule IA1. Handling of explosive containers will take place concurrent with vessel loading activity.

5.2.1.2.3. Upon completion of vessel operations, the Contractor shall, as directed by the Contracting Officer, clean cargo holds/spaces from which cargo has been removed. Compensation will be paid at the applicable manhour rates.

5.2.1.2.5. The Contractor must discharge containers from their stow location on-board ship, to trucks alongside the vessel, and move these containers to the container staging area (see Map – Attachments). Compensation for un-lashing/un-securing, discharge, drayage to the container staging area, and lifting of the container from the conveyance to its place of rest will be inclusive in the applicable commodity rate as set forth in Section B, Schedule IA2.

5.2.1.3. Rigging and Unrigging.

5.2.1.3.1. Routine. Rigging and unrigging ship cranes with spreader bars, bridles, and slings of all types for LO/LO of vehicles, containers, supplies and equipment, are duties inclusive in the commodity rates. This includes heavy lifts, as well as the USMC “cargo lifting sling” when fully assembled. Contractor responsibility for rigging and unrigging commences only after cranes have been removed from their collars, with crane pedestals properly aligned.

5.2.1.3.2. Non-Routine. The following rigging and unrigging shall not be a routine duty of the Contractor and the Contractor shall be compensated therefore at the applicable manhour rates in Section B, the Schedule of Rates.

5.2.1.3.2.1. When performed at the request of the Contracting Officer for the account of the ship.

5.2.1.3.2.2. When performed in connection with extra labor services ordered by the Contracting Officer.

5.2.1.3.2.3. Changing of hook beam and automatic spreader bar on USMC Gantry Crane by VSE.

5.2.1.4. Opening and Closing Ships.

5.2.1.4.1. Routine. The Contractor shall remove and replace hatch covers and ‘tween deck pontoons from all decks, to include placing them on their pedestals or dock when required, during loading or unloading operations, or when necessary because of weather or working conditions, at the applicable commodity rates. Hatch covers and pontoons that are rolled back, hinged or mechanical will be opened and closed by ship’s crew.

5.2.1.4.2. Non-Routine. The following openings and closings shall not be a routine duty of the Contractor and he shall be compensated therefore at the applicable manhour rates in Schedule II.

5.2.1.4.2.1. When performed at the request of the Contracting Officer for the account of the ship.

5.2.1.4.2.2. When performed in connection with extra labor services ordered by the Contracting Officer.

5.2.1.5. Handling Dunnage. The Contractor shall load, shift within the same hatch, and lay all dunnage, in single or multiple layers (including cordwood, paper, tarpaulins, matting, and reefer stripping, or other types of cargo separation) necessary to properly stow and secure the ship’s cargo and reverse the operation when discharging ship’s cargo.

5.2.1.5.1. The Contractor shall place protective cushioning material (i.e., fire hose, used tires, plywood, dunnage, etc.) provided by the Government, under all steel tracked vehicles. The cushioning material shall be located in a predetermined area within the vicinity of the discharge/embark ramps. The Contractor shall provide sufficient labor to lay the protective cushioning material from the stowage location to the vehicle staging area on the Discharge; the reverse on Load operations. Compensation for this shall be inclusive in the applicable commodity rate.

5.2.1.6. Lashing, Securing, Chocking, Blocking and Bracing of Cargoes stowed in vessels. The Contractor shall:

5.2.1.6.1. Lash and secure all cargo loaded aboard ship sufficiently to prevent shifting in transit.

5.2.1.6.2. Lash, secure, chock, block and brace cargo in accordance with commercial securing practices utilized in vessel loading, or as directed by the Contracting Officer (See Securing & Chocking Attachment).

5.2.1.6.3. Obtain dunnage and lashing materials of grades in all respects suitable for the specific use for which intended and of a quantity acceptable to the Contracting Officer.

5.2.1.6.4. Unused lashing/securing equipment will be re-hung on ship's bulkheads, fixed or moveable bins, at applicable commodity rates.

5.2.1.6.5. When container bridge locks cannot be used because of different height containers in the stack, corners of adjoining containers in the top tier will be lashed with chain at the commodity rate. Working on corroded, frozen lashing gear such as twist-locks and turnbuckles is not considered part of routine lashing, and will be chargeable at manhour rates.

5.2.1.7. Load and Discharge Materials. The Contractor shall, without additional compensation, load and unload all materials and equipment used in performing commodity services.

5.2.1.8. Slinging and Unslinging of Cargo. When required, the Contractor shall sling and unsling cargo during loading or discharge by floating derricks and/or dock cranes. This is a routine duty and is inclusive in the applicable commodity rate.

5.2.1.9. Clerking and Checking. The Contractor shall check cargo from place of rest to stow location aboard ship during loading and the reverse during discharge.

5.2.2. Railcar Operation. The Contractor shall, when directed by the Contracting Officer, perform the following duties payable at the applicable commodity rates in Schedule 1B1.

5.2.2.1. Railcar Loading. Loading shall include breaking down or untiering of cargo, transportation of cargo from the vessel or within the designated transfer point, or from any conveyance, to the railcar and loading onto that conveyance.

5.2.2.2. Railcar Discharge. Discharge shall include removal of cargo from the railcar, placing cargo on chassis or other conveyance, transportation to and tiering at the place of rest within the designated transfer point or shipside.

5.3. Other Work. The Contractor shall, without additional compensation, perform the following duties:

5.3.1. Cleaning of Work Locations. The Contractor shall maintain all Contractor assigned work, rest and parking areas in a clean and orderly state and shall, at his own expense, remove and place in a Government provided debris box, sawdust and other refuse generated while performing services under this contract.

5.3.2. The Contractor shall also be responsible for removing all lumber and dunnage generated from the discharge operation and for neat and orderly placing of same to an area designated by the Contracting Officer. The Contractor shall sort, assemble and stack lumber, dunnage and empty pallets in areas designated by the Contracting Officer. When cargo has been removed from the open pier area, the tarpaulins, when no longer required, shall be properly folded by the Contractor and returned to the storage place designated by the Contracting Officer.

5.4. Miscellaneous Services. The Contractor shall perform the following services with compensation payable at the applicable manhour rates in the Schedule of Rates.

5.4.1. Extra Labor. The Contractor shall, when directed by the Contracting Officer, supply labor for miscellaneous services when not occasioned by the fault or negligence of the Contractor, and shall be compensated at the applicable rate set forth in the Schedule of Rates, Schedules II. Among the miscellaneous services for which such extra labor may be required are as follows: ammunition handling (when commodity rate does not apply); cleaning ship's holds and decks; handling excess dunnage and debris; re-handling removing or shifting previously loaded cargo; handling ship's stores and material; dunnaging over cargo loaded elsewhere; or lashing and securing, including blocking of cargo loaded directly from ship to truck for import cargo. If the vehicles/cargo are required to be shifted or moved after securing, the Contractor shall be paid at the applicable manhour rates in Schedule II.

5.4.2. Carpentry Work. Contractor shall perform all carpentry work (i.e., blocking and bracing, cribbing, tomking, sheathing, fabrication, installation, dismantling, and removal of either above or below deck compartments, magazines, deck boxes, bulkheading, and flooring, and/or to meet vessel master's requirements for additional chocking, blocking and/or bracing) required to secure cargo with compensation to be paid at the applicable manhour rates.

5.4.3. Coopering and Marking. As ordered by the Contracting Officer, the Contractor shall cooper and mark cargo and will be compensated at the applicable manhour rates, except when coopering and marking is made necessary by the negligence of the Contractor or his employees.

5.4.4. Welding and Burning. When ordered by the Contracting Officer, the Contractor shall furnish welding and burning equipment, services, and materials, compensation for which is inclusive in manhour rates.

5.4.5. Additional Duties. Except as specifically provided elsewhere in this contract, no additional compensation is payable to the Contractor for the following:

5.4.5.1. The Contractor shall submit daily checker sheets to the Contracting Officer for all cargo discharged, loaded, or transferred.

6. APPLICABLE REGULATIONS AND FORMS.

6.1. Safety and Fire.

Command Order P8000.1 - Blount Island Command Explosive Safety Program,
4 Feb 00. AR 385-10 - The Army Safety Program

AR 190-40 – Serious Incident Reporting

AR 385-10 – The Army Safety Program

AR 385-32 - Protective Clothing and Equipment

AR 385-40 - Accident Reporting and Records

AR 385-55 - Prevention of Motor Vehicle Accidents

AR 385-64 – Ammunition and Explosive Safety Standards

AR 420-90 - Fire Prevention and Protection

AR 600-55 – The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing).

MCO 11240.66B - Standard Licensing Procedures for Operators of Military Motor Vehicles

SDDCEA Regulation 385-1 - Personal Protective Clothing and Equipment

SDDCEA Regulation 385-3 - MTMCEAR Supply Program

SDDCEA Regulation 385-4 - Hazardous Materials Movement Program

SDDCEA Supplement 1 to AR 385-40 - Accident Reporting and Records

Code of Federal Regulation - 29 CFR, Part 4, Labor Standards for Federal Service Contracts

Code of Federal Regulations -29 CFR, Part 1910, Occupational Safety and Health

Code of Federal Regulation - 29 CFR, Part 1917, Marine Terminals

Code of Federal Regulation - 29 CFR, Part 1918, Longshoring

Code of Federal Regulations - Title 46 (CFR-46) Part 140-155, Shipping

Code of Federal Regulations - Title 49 (CFR-49) Part 100-199, Transportation

International Maritime Organization (IMO) Dangerous Goods Code (IMDGC)

Jacksonville Port Authority Safety Plan

2003 Florida Statutes, Title XXII Ports and Harbors, 311.12 Seaport Security Standards

6.2. MTESA SOP 715-1 - Management of Stevedoring & Related Terminal Services Contracts, dtd 30 Apr 97.

6.3. Operations Regulations and Instructions.

MCO P4600.7C – Marine Corps Transportation Manual

SDDC Regulation 37-10 - Financial Management Contract Pay

SDDC Pam 37-1 - Financial Codes

SDDCEA Regulation 55-36 - Lashing, Securing and Chocking of Wheeled Vehicles and other Cargo Stowed in MSC Procured Vessels

SDDC 56-69 – Terminal Operations

FM 55-21 - Railway Operating and Safety Rules

SDDCTEA PAM 55-19 - Fifth Edition - Tiedown Handbook for Rail Movements

SDDCTEA PAM 55-20 – Third Edition – Tiedown Handbook for Truck Movements

SDDCTEA PAM 55-21 - Third Edition – Lifting and Tiedown of Helicopters

SDDCTEA PAM 97-55-22 - Second Edition – Marine Lifting and Lashing Handbook

SDDCTEA REFERENCE 96-55-23 – Containerization of Military Vehicles

SDDCTEA PAM 96-55-24 - Second Edition – Vehicle Preparation Handbook for Fixed Wing Air Movements

6.4. Forms (See Attachments).

Cargo Check Sheet (unnumbered)

DA Form 285 - Accident Report

DD Form 626 – Motor Vehicle Inspection (Transporting Hazardous Materials)

MT Form 288 – Stevedoring Activity Log Sheet

MTDC-SAO-48-R - Cargo Discrepancy Report

OF 346 - U. S. Government Motor Vehicle Operators Identification Card

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Http://www.arnet.gov](http://www.arnet.gov)

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|------------------------------------------------------------------------------------------------------|----------|
| 52.215-20 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data | OCT 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications | OCT 1997 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.232-17 | Interest | JUN 1996 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-15 | Stop Work Order | AUG1989 |
| 52.245-1 | Property Records | APR 1984 |
| 52.245-4 | Government-Furnished Property (Short Form) | JUN 2003 |
| 52.247-5 | Familiarization With Conditions | APR 1984 |
| 52.247-8 | Estimated Weights or Quantities Not Guaranteed | APR 1984 |
| 52.247-12 | Supervision, Labor, or Materials | APR 1984 |
| 52.247-14 | Contractor Responsibility for Receipt of Shipment | APR 1984 |
| 52.247-21 | Contractor Liability for Personal Injury and/or Property Damage | APR 1984 |
| 52.247-27 | Contract Not Affected by Oral Agreement | APR 1984 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. **SEE ADDENDA TO 52.212-4**

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. **SEE ADDENDA TO 52.212-4**

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757. (End of clause)

ADDENDA TO FAR 52.212-4

(a) Inspection/Acceptance.

- (1) Inspection and acceptance will be performed at the USMC Jacksonville Port Authority Blount Island Terminal Gates Petroleum Property, Jacksonville, FL 32226. The Contractor's performance of services and compliance to the specifications cited herein shall be subject to inspection by the Government in accordance with this section. The Contractor must cooperate fully with Government representatives who will conduct quality assurance inspections of all aspects of services provided under this contract.
- (2) Commodity and miscellaneous services performed by the Contractor will be verified and accepted by the Contracting Officer by certification of the Cargo Commodity Vessel/Dock Payment Report (CCV/DPR) and Timekeeper's Activity Report, MT Form 271.
- (3) The Performance Requirements Summary, included herein, describes the contract requirements considered most critical to performance. They establish the standard for satisfactory performance, explain Government quality surveillance methods used to evaluate Contractor's performance, describe the actions the Government will take to assure satisfactory performance. See Performance Requirements Summary (PRS), Part VI, Attachments.
- (4) Government Quality Assurance Procedures
 - a. The Government's primary quality assurance inspection procedures are based on the use of Cargo Inventory Reports. Some areas will be inspected by the use of Cargo Discrepancy reports. Other areas will be physically inspected periodically (daily, weekly, monthly).

- b. The methods for determining whether contractor's performance is acceptable when compared to the performance standards of the contract are as follows:

For areas surveyed by sampling, lot size and sample size will be determined using the guidelines of MIL-STD-105E. Results of inspections will be compared to the acceptable quality level criteria for each contract requirement listed in the Performance Requirements Summary.

Statistical data provided cargo management reports will be compared to the criteria described in the Performance Requirements Summary.

(c) Changes

- 1) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (a) Specifications.
 - (b) Work or services.
 - (c) Place of origin.
 - (d) Place of delivery.
 - (e) Tonnage to be shipped.
 - (f) Amount of Government-furnished property.
- (2) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer will make an equitable adjustment in the contract price, the delivery schedule, or both, and will modify the contract.
- (3) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (4) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer will have the right to prescribe the manner of the disposition of the property.
- (5) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (ii) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (iii) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (3) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant

solely to the Contractor's determination of the prices to be offered in the catalog or marketplace. (End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- _X_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _X_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

 (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

 (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

 (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

 (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Requirements contract resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued IAW the dates specified in the Schedule of Rates.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$100.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$1 MIL or

(3) A series of orders from the same ordering office within **2** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 July 2006**

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and

promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided,

rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be

reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of

the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

| | |
|-------------------|---------|
| Longshoreman | \$10.37 |
| Clerk | \$12.38 |
| Supervisor | \$13.85 |
| Carpenter | \$10.37 |
| Carpenter Foreman | \$16.95 |
| Lasher | \$10.37 |
| Lasher Foreman | \$16.95 |
| Docker Checker | \$11.03 |
| Terminal Worker | \$12.38 |

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (FEB 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offers shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Stevedoring Services of America (SSA) and the International Longshoremen's Association (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (b) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any N/A (48 CFR N/A) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current,

accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

__X__ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.247-7000 HARDSHIP CONDITIONS. (AUG 2000)

(a) If the Contractor finds unusual ship, dock, or cargo conditions associated with loading or unloading a particular cargo, that will work a hardship on the Contractor if loaded or unloaded at the basic commodity rates, the Contractor shall--

(1) Notify the Contracting Officer before performing the work, if feasible, but no later than the vessel sailing time; and

(2) Submit any associated request for price adjustment to the Contracting Officer within 10 working days of the vessel sailing time.

(b) Unusual conditions include, but are not limited to, inaccessibility of place of stowage to the ship's cargo gear, side port operations, and small quantities of cargo in any one hatch.

(c) The Contracting Officer will investigate the conditions promptly after receiving the notice. If the Contracting Officer finds that the conditions are unusual and do materially affect the cost of loading or unloading, the Contracting Officer will authorize payment at the applicable man-hour rates set forth in the schedule of rates of this contract.

(End of Clause)

252.247-7002 REVISION OF PRICES (DEC 1991)

(a) "Definition. Wage adjustment", as used in this clause, means a change in the wages, salaries, or other terms or conditions of employment which --

(1) Substantially affects the cost of performing this contract;

(2) Is generally applicable to the port where work under this contract is performed; and

(3) Applies to operations by the Contractor on non-Government work as well as to work under this contract.

(b) "General." The prices fixed in this contract are based on wages and working conditions established by collective bargaining agreements, and on other conditions in effect on the date of this contract. The Contracting Officer and the Contractor may agree to increase or decrease such prices in accordance with this clause.

(c) "Demand for negotiation." (1) At any time, subject to the limitations specified in this clause, either the Contracting Officer or the Contractor may deliver to the other a written demand that the parties negotiate to revise

the prices under this contract.

(2) No such demand shall be made before 90 days after the date of this contract, and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand. However, this limitation does not apply to a wage adjustment during the 90 day period.

(3) Each demand shall specify a date (the same as or subsequent to the date of the delivery of the demand) as to when the revised prices shall be effective. This date is the effective date of the price revision.

(i) If the Contractor makes a demand under this clause, the demand shall briefly state the basis of the demand and include the statements and data referred to in paragraph (d) of this clause.

(ii) If the demand is made by the Contracting Officer, the Contractor shall furnish the statements and data within 30 days of the delivery of the demand.

(d) "Submission of data." At the times specified in paragraphs (c)(3)(i) and (ii) of this clause, the Contractor shall submit --

(1) A new estimate and breakdown of the unit cost and the proposed prices for the services the Contractor will perform under this contract after the effective date of the price revision, itemized to be consistent with the original negotiations of the contract;

(2) An explanation of the difference between the original (or last preceding) estimate and the new estimate;

(3) Such relevant operating data, cost records, overhead absorption reports, and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate;

(4) A statement of the actual costs of performance under this contract to the extent that they are available at the time of the negotiation of the revision of prices under this clause; and

(5) Any other relevant data usually furnished in the case of negotiations of prices under a new contract. The Government may examine and audit the Contractor's accounts, records, and books as the Contracting Officer considers necessary.

(e) "Negotiations." (1) Upon the filing of the statements and data required by paragraph (d) of this clause, the Contractor and the Contracting Officer shall negotiate promptly in good faith to agree upon prices for services the Contractor will perform on and after the effective date of the price revision.

(2) If the prices in this contract were established by competitive negotiation, they shall not be revised upward unless justified by changes in conditions occurring after the contract was awarded.

(3) The agreement reached after each negotiation will be incorporated into the contract by supplemental agreement.

(f) "Disagreements." If, within 30 days after the date on which statements and data are required pursuant to paragraph (c) of this clause, the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be resolved in accordance with the Disputes clause of this contract. The prices fixed by the Contracting Officer will remain in effect for the balance of the contract, and the Contractor shall continue performance.

(g) "Retroactive changes in wages or working conditions." (1) In the event of a retroactive wage adjustment, the Contractor or the Contracting Officer may request an equitable adjustment in the prices in this contract.

(2) The Contractor shall request a price adjustment within 30 days of any retroactive wage adjustment. The Contractor shall support its request with --

(i) An estimate of the changes in cost resulting from the retroactive wage adjustment;

(ii) Complete information upon which the estimate is based; and

(iii) A certified copy of the collective bargaining agreement, arbitration award, or other document evidencing the retroactive wage adjustment.

(3) Subject to the limitation in paragraph (g)(2) of this clause as to the time of making a request, completion or termination of this contract shall not affect the Contractor's right under paragraph (g) of this clause.

(4) In case of disagreement concerning any question of fact, including whether any adjustment should be made, or the amount of such adjustment, the disagreement will be resolved in accordance with the Disputes clause of this contract.

(5) The Contractor shall notify the Contracting Officer in writing of any request by or on behalf of the employees of the Contractor which may result in a retroactive wage adjustment. The notice shall be given within 20 days after the request, or if the request occurs before contract execution, at the time of execution.

252.247-7006 REMOVAL OF CONTRACTOR'S EMPLOYEES. (DEC 1991)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

252.247-7007 LIABILITY AND INSURANCE. (DEC 1991)

(a) The Contractor shall be --

(1) Liable to the Government for loss or damage to property, real and personal, owned by the Government or for which the Government is liable;

(2) Responsible for, and hold the Government harmless from, loss of or damage to property not included in paragraph (a)(1); and

(3) Responsible for, and hold the Government harmless from, bodily injury and death of persons, resulting either in whole or in part from the negligence or fault of the Contractor, its officers, agents, or employees in the performance of work under this contract.

(b) For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the Government or property for which the Government is liable.

(1) The amount of the loss or damage as determined by the Contracting Officer will be withheld from payments otherwise due the Contractor.

(2) Determination of liability and responsibility by the Contracting Officer will constitute questions of fact within the meaning of the Disputes clause of this contract.

(c) The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations. The Contractor is not responsible to the Government for, and does not agree to hold the Government harmless from, loss or damage to property or bodily injury to or death of persons if --

(1) The unseaworthiness of the vessel, or failure or defect of the gear or equipment furnished by the Government, contributed jointly with the fault or negligence of the Contractor in causing such damage, injury, or death; and

(i) The Contractor, his officers, agents, and employees, by the exercise of due diligence, could not have discovered such unseaworthiness or defect of gear or equipment; or

(ii) Through the exercise of due diligence could not otherwise have avoided such damage, injury, or death.

(2) The damage, injury, or death resulted solely from an act or omission of the Government or its employees, or resulted solely from proper compliance by officers, agents, or employees of the Contractor with specific directions of the Contracting Officer.

(d) The Contractor shall at its own expense acquire and maintain insurance during the term of this contract, as follows --

(1) Standard workmen's compensation and employer's liability insurance and longshoremen's and harbor workers' compensation insurance, or such of these as may be proper under applicable state or Federal statutes.

(i) The Contractor may, with the prior approval of the Contracting Officer, be a self-insurer against the risk of this paragraph (d)(1).

(ii) This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as a self-insurer under applicable provision of law.

(2) Bodily injury liability insurance in an amount of not less than \$300,000 on account of any one occurrence.

(3) Property damage liability insurance (which shall include any and all property, whether or not in the care, custody, or control of the Contractor) in an amount of not less than \$300,000 for any one occurrence.

(e) Each policy shall provide, by appropriate endorsement or otherwise, that cancellation or material change in the policy shall not be effective until after a 30 day written notice is furnished the Contracting Officer.

(f) The Contractor shall furnish the Contracting Officer with satisfactory evidence of the insurance required in paragraph (d) before performance of any work under this contract.

(g) The Contractor shall, at its own cost and expense, defend any suits, demands, claims, or actions, in which the United States might be named as a co-defendant of the Contractor, resulting from the Contractor's performance of work under this contract. This requirement is without regard to whether such suit, demand, claim, or action was the result of the Contractor's negligence. The Government shall have the right to appear in such suit, participate in defense, and take such actions as may be necessary to protect the interest of the United States.

(h) It is expressly agreed that the provisions in paragraphs (d) through (g) of this clause shall not in any manner limit the liability or extend the liability of the Contractor as provided in paragraphs (a) through (c) of this clause.

(i) The Contractor shall --

(1) Equitably reimburse the Government if the Contractor is indemnified, reimbursed, or relieved of any loss or damage to Government property;

(2) Do nothing to prevent the Government's right to recover against third parties for any such loss or damage; and

(3) Furnish the Government, upon the request of the Contracting Officer, at the Government's expense, all reasonable assistance and cooperation in obtaining recovery, including the prosecution of suit and the execution of instruments of assignment in favor of the Government.

ADDENDUM TO PART II**ADDENDUM to PART II - CONTRACT TERMS AND CONDITIONS****CONFLICT OF INTEREST**

- (a) General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest. Additional guidance is contained in Office of Federal Procurement policy Letter 89-I, Conflict of Interest Policies Applicable to Consultants.
- (b) Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation, as an Offeror or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor represents, is an actual or potential offeror; a Contractor's participation, as an offeror or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offerors as a result of the Contractor's work on prior contracts; and a Contractor as the orderer of services against this contract.
- (c) Definition. For purposes of this clause, the term "Contractor" means: the contractor; any of the Contractor's parents, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof
- (d) Restrictions. The Contractor agrees:
 - (1) To remain ineligible to participate in any capacity (including participation as a prime contractor, subcontractor, or as the representative of another party) in contracts, subcontracts, or proposals therefore (whether solicited or unsolicited) which directly relate to the Contractor's performance of work under this Contract.
 - (2) Prior to beginning work on a contract, to execute such Confidentiality Agreements, Statements of Non-Disclosure, or other documents which the Contracting Officer may, in his/her sole discretion, require in order to protect the proprietary nature or confidentiality or information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract.
 - (3) As otherwise provided in this Contract, no to accept any compensation or any other form of payment from a broker, potential lessor, or any source other than the Government for services rendered under this Contract, and to employ aggressive strategies to minimize the Government's lease costs where the Contractor would be entitled by common business practice to receive a real estate commission or any form of payment from a broker, potential lessor, or other party, for work performed under this Contract.
 - (4) To immediately notify the Contracting Officer or any offer of compensation, other form of payment, or thing of value, made by a broker, potential lessor, or any source other than the Government to the Contractor related to services rendered under this Contract, regardless of whether such offer was made during Contractor's performance of work under a given contract or subsequent to Contractor's completion of work under such contract.
 - (5) Prior to the acceptance of a contract request, to immediately notify the Contracting Officer of any potential conflict of interest which would prevent or limit the Contractors ability to perform the work requested.
 - (6) To immediately notify the Contracting Officer of any conflict of interest discovered during Contractor's performance of work pursuant to a Government-issued contract; provided that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based

on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the contract at no cost of the Government.

- (7) As otherwise provided in the Contract; that if the Contractor declines to accept a contract request and subsequently participates (either directly or as a representative of another party) in a Government contracting action which was the subject of the contract request, then the fee which the Contractor would have been entitled to receive for such contract work or the fee actually paid by the Government for the contract's performance by another contractor, whichever is greater, shall be applied toward the Contractor's minimum ordering guarantee.
- (8) That in the event that Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract at no cost to the Government and any minimum guarantee(s) otherwise applicable to the Contractor will be forfeited; provided, that the foregoing shall be in addition to all other remedies and caused of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.
- (9) To include this Conflict of Interest clause, including this subparagraph, in all of the Contractor's subcontractors at all tiers (appropriately modified to preserve the Government's rights hereunder) which involve the performance of work by subcontractors in support of this Contract.
- (10) That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of the Contractor's breach of any of the above restrictions. (End of clause)

INSURANCE COSTS

The cost of insurance required by Defense FAR Suppl 252.247-7007, Liability and Insurance clause, shall be considered to be costs which shall be subject to the Revision of Prices clause, Defense FAR Suppl 252.247-7002, and the following conditions. The criteria for the measurement, assignment and allocation of insurance costs shall be determined in accordance with Cost Accounting Standard 416, Accounting for Insurance Costs, 4 CFR 416. The Contractor shall maintain such records as may be necessary to substantiate the amounts of premiums, refunds, dividends, losses, and self- insurance charges, paid or accrued, and the measurement and allocation of insurance costs. Where exposure to risk or loss (or any portion thereof is not covered by purchased insurance, Contractor shall follow a program of self insurance which shall be subject to the prior approval of the Contracting Officer. Actual losses shall not become a part of insurance costs. The cost of self- insurance charged to the contract (or the combined cost of self- insurance of purchased insurance) shall not exceed the cost of purchased insurance for comparable coverage. Actual loss experience shall be evaluated regularly (at least annually), and self- insurance charges for subsequent periods shall reflect Contractor's actual loss experience in the same manner as would purchased insurance. Price adjustments based on changes in insurance costs shall be on a prospective basis only. (End of clause)

ASSESSMENT REIMBURSEMENT

Collective bargaining agreements with the longshoremen's union may require the Contractor to pay various tonnage assessments on the cargo handled under this contract. Provisions elsewhere in this contract provide for reimbursement of these assessments at out-of-pocket costs; based on invoices supported by paid receipts. In order to receive such compensation, the Contractor must provide, within thirty (30) days of award, the following information on each assessment:

- a. Title and purpose of assessment;
- b. Reporting and payment responsibility;
- c. Reporting basis (i.e., vessel, monthly);

- d. Basis of assessment (type of cargo);
- e. Amounts of assessment; and
- f. Authority of assessment (union agreement citation).

In support of the above, the Contractor shall include copies of the portion of the collective bargaining agreement or other document providing for the assessment, the document detailing the amount of the assessment and a sample of the receipt which will be used to support the Contractor's invoices. Further, the contractor shall notify the Contracting Officer promptly, in writing, of any change in these assessments, including copies of documents authorizing the change. (End of clause)

SPECIAL CERTIFICATIONS

a. Contractor Certifications.

- (1) When materials are furnished from the Contractor's stock in accordance with provisions stated elsewhere in the contract, the invoice shall contain a list of such materials with itemized costs and the following statement:
"I certify that charges for materials furnished from previously purchased stocks are not in excess of actual costs." The invoices and statement will be signed by the Contractor.
- (2) When any out-of-pocket supplies or services are furnished specifically for use under the contract, the invoice shall be supported with paid receipts.
- (3) If the purchase is made and paid for by a parent or subsidiary firm, a letter explaining the relationship between that firm and the firm paying for the out-of-pocket costs will be sent to the Finance and Accounting Division along with the invoice.

b. Contracting Officer Certification.

Both out-of-pocket and out-of-stock invoices shall have Contracting Officer Certification indicating prior approval of the quantity and prices. (End of clause)

COMPENSATION

No services shall be paid for by the Government other than those provided for in this contract.

- a. Basic Rate. Unless provided elsewhere in this contract, the Contractor shall be compensated for performing his routine duties under this contract only at the rates specified in the Schedule of rates.
- b. Rate for Other Services. For non-routine services provided for in this contract the Contractor shall be paid at the rate applicable for such services as specified in the appropriate schedule of this contract.
- c. Misshipped or Undocumented Cargo. The Contractor shall not be paid for cargo, both import and export, which is misshipped and undocumented. Examples for which this applies include the following:
 - (1) Cargo loaded upon a vessel or stuffed into a SEAVAN (container) without documentation being provided to the Government will not be payable.
 - (2) Properly documented cargo which is directed to the wrong port of discharge or consignee will not be payable.
- d. Deductions for Mis-shipment of Cargo. The Contractor shall be assessed revenue deductions if the mis-shipment (misdirection/mis-shipment/misconsignment) or non-shipment of booked cargo is caused by the Contractor. This also applies if cargo is loaded upon a vessel or stuffed into a SEAVAN without documentation being provided to the Government. Contractor's liability within the meaning of this provision shall result in collection of or an adjustment (decrease) to the Contractor's revenue in the sum of \$200.00 for each mis-shipment or non-shipment or lack of documentation of a shipment unit (as identified by an individual TCN) caused by the Contractor. This sum shall represent the full demand of the Government upon the contractor for any and all administrative costs occasioned by the Government as a result of the mis-shipment, nonshipment or lack of documentation of cargo.

- e. Mis-shipment (Misdirection) of Cargo. In addition to deduction at paragraph d above, the Contractor shall be held responsible for the mis-shipment (misdirection) of cargo attributable to Contractor fault. The Contractor shall reimburse the Government for all additional cargo handling, ocean-going, rail, etc., and other transportation costs occasioned the Government by such mis-shipment (misdirection).
- f. Overtime Rates. The Contractor shall order out personnel for overtime work only with the prior written approval of the Contracting Officer. When approved by the Contracting Officer and in accordance with such approval, the Contractor shall be paid for all overtime services, in addition to the applicable commodity rates or man- hour rates, at the overtime differential rates set forth in the applicable schedule of Section B. Overtime periods shall be determined in accordance with prevailing collective bargaining agreements applicable to the Contractor and his employees. Costs associated with overtime payments for extended time and/or daily guarantees provided for by the prevailing collective bargaining agreements and/or which the Contractor elects to pay its labor as a condition of employment shall be included in the commodity rates.
- g. Tonnage Figures and Invoices.
 - (1) The basis upon which compensation shall be computed for all cargo loaded or discharged is a measurement ton of 40 cubic feet, or a weight ton of 2,240 pounds. The maximum tonnage for which compensation is to be computed for any single lift shall be 100 revenue tons.
 - (2) The Government shall furnish the Contractor, on a weekly basis, one copy of RIN234100P, Contractor Commodity Vessel/Doc Payment Report, Detail and one copy of RIN2341200P, Contract Commodity Vessel/Dock Payment Report, Summary; or, at the option of the Contracting Officer, the Government will furnish manifests to the Contractor.
 - (3) The Contractor shall meet with the Government weekly to insure:
 - (a) That the activities referenced by contract commodity and quantities indicated on the Contract Commodity Vessel/Dock Payment Report were actually performed.
 - (b) That differences discovered by separate and individual examinations performed by the Government and the Contractor to verify the information recorded on the Contract Commodity Vessel/Dock Payment Report are resolved and corrected.
 - (c) That the Contract Commodity Vessel/Dock Payment Report corrections are annotated and initialed by the Government and Contractor.
 - (4) Invoices for each ship loaded or discharged, including materials used, shall be submitted by the Contractor not less than five (5) days after his receipt of tonnage figures or manifests. Invoices for railcar, truck and materials used therewith, shall be submitted not later than five (5) days after receipt of tonnage figures.
- h. Detention and Minimum Time. Detention and minimum time are payable to the Contractor, in lieu of commodity or extra labor rates specified elsewhere in this contract, at the applicable manhour rates in Schedule III, Section B, subject to the following:
 - (1) When a detention occurs prior to or during a commodity operation, the Contractor shall absorb each detention of twenty (20) minutes or less. The Government shall pay the Contractor at detention rates for persons in gangs, including clerks and equipment operators (drivers) for each detention in excess of twenty minutes including the first twenty minutes thereof
 - (2) Detentions shall not be authorized for any part of a ship gang that is not required on commodity operations, or when certain classes of labor on commodity operations are required to stand by because of another class of labor performing a commodity operation.
 - (3) When a detention occurs prior to or during an extra labor operation, the Government shall pay the Contractor on a detention rate basis for the time of each detention. In the event part of a gang is required to perform an extra labor operation, the balance of the gang standing by shall be paid for at detention rates. In the event certain classes of labor are required to standby because of another class of labor performing an extra labor operation, such certain classes of labor shall be paid at detention rates.
 - (4) Minimum Time. Minimum time shall be payable to the Contractor when work fails to materialize or when work is completed prior to the minimum time and shall not be payable (i) for checkers working in conjunction with longshoremen until completion of the longshoremen's commodity activity; and (ii) for any part of a gang not required on a commodity activity.
 - (5) Payment for detention time or minimum time will be computed to the nearest 5 minute multiple.
 - (6) If any detention or minimum time is due to the fault of the Contractor or the failure of the Contractor to order out sufficient personnel to comply with the instructions of the Contracting Officer, the entire time resulting there from shall be at the expense of the Contractor. In the event the Contractor hires more men

than are required, any detention time or minimum guaranteed time there from shall be at the expense of the Contractor.

- (7) When ship operations require discharging of cargo under Schedules IA2 and IA4 prior to the loading of cargo under the Schedules IA1 and IA3 and carpenters are required to standby due to another class of labor performing a discharge operation, the Government shall pay the Contractor at the detention rate for carpenters for such detention. At the commencement of the loading operation, the provision of (2) shall prevail.
- (8) The Contractor will be reimbursed for minimum guarantee payments during overtime periods in accordance with applicable collective bargaining agreements.

i. Additional Payments.

- (1) When the Contractor is required by collective bargaining agreements to make additional payments to employees, such as for cargo penalties, premium payments, transportation, automobile mileage, penalty or penalty overtime differential, explosive penalty, and third shift differential and other allowances, the Contractor shall be compensated therefor, at out-of-pocket costs.
- (2) When the Contractor is directed by the Contracting Officer to furnish stevedore-related equipment, materials, and/or services for which payment is not otherwise specified in this contract, the Contractor will be compensated therefor at out-of-pocket costs unless such direction is necessitated due to Contractor fault or negligence

j. Hardship.

- (1) The Contractor shall bring to the attention of the Contracting Officer, in advance of work if possible, but no later than time of ship sailing, any unusual ship loading and/or discharging operations, the performance of which shall work a hardship upon the Contractor. Hardship claims shall be submitted to the Contracting Officer within ten (10) working days of the vessel sailing date.
- (2) If the Contracting Officer determines that due to unusual ship, dock or cargo conditions, the loading or unloading of any particular cargo at the basic commodity rates shall work a hardship upon the Contractor, he may so certify in writing and authorize compensation to the Contractor for loading or unloading such cargo at the applicable man- hour rates set forth in Section B.

k. Mechanization (Containerization) Payments.

- (1) Payments. The rates set forth in the schedules for this contract do not contain any charges or allowances for containerization or mechanization assessments. Payments to the Contractor by the Government for such charges or assessments shall (i) be in addition to any other payments provided for in the contract; (ii) be made upon receipt of the Contractor's invoice; and (iii) not be in excess of, or more frequent than, the periodic charges or assessments to the Contractor attributable exclusively to the performance of this contract.
- (2) Sharing of Benefits. The Contractor agrees to institute labor saving procedures or devices as authorized in pertinent labor/management agreements and make a report of same related to cost savings. In those instances where such device or procedure results in a reduction in the cost of performance of this contract, the parties shall negotiate the amount of such cost reduction and such agreements shall be set forth in a written modification to the contract which shall further state the effective date of contract operations when said cost reduction(s) became applicable. The parties agree that the amount of cost reductions so agreed upon shall be shared between them in the following manner:
 - (a) The total amount of said cargo reductions shall be computed for each pay cycle month on a non-cumulative basis.
 - (b) The distribution of the computed monthly cost reduction dollars shall be on the basis of 60% to the Government and 40% to the Contractor. The Government's share of this distribution shall be paid to the Government as follows:

1. Amount up to, but not exceeding, the amount invoiced by the Contractor for the same month pursuant to subparagraph k(1) of this clause shall be credited as an offset to such Contractor invoices.

2. Any balance of the Government's share of the monthly cost reduction dollars remaining and which have not been credited against contractor invoices in accordance with subparagraph k (2)(b) 1 shall be paid to the Government as credit and offset against other sums due to the Contractor under his Contract, or in such manner as agreed between by the Contracting Officer and the Contractor. (End of Clause)

PERIOD OF PERFORMANCE

This contract covers a performance period of 24 months commencing 01 August 2004 through 31 July 2006; provided, however that any work started before and not completed by the expiration of this contract shall be governed by the terms of this contract until completed unless otherwise directed by the Contracting Officer. (End of Clause)

OPTION OF EXTENDED PERFORMANCE

The Government has the option to extend the term of performance by a period not to exceed 6 months as set forth in the clause FAR 52.217-8, Option to Extend Services, of this contract. Any extension to the contract will be at the rates in effect on the effective date of the extension.

PLACE OF PERFORMANCE

The place of performance is at the USMC Jacksonville Port Authority Blount Island Terminal Gates Petroleum Property, Jacksonville, Florida.

PLACEMENT OF ORDERS

Delivery orders will be issued by HQ, SDDC, ATTN: MTAQ-TS, 200 Stovall St., Room 12S45, Alexandria, VA 22332-5000 IAW FAR 52.216 - 18, Ordering clause.

ASSIGNMENT OF CONTRACT FOR ADMINISTRATION

TO BE SPECIFIED AT TIME OF AWARD

The ACO does not have the authority to change any of the terms and conditions of this contract. Changes within the scope of work will be made only by the Procuring Contracting Officer by properly signed written modification of the contract.

The Contract Administration office may be reached on telephone number

TO BE SPECIFIED AT TIME OF AWARD

POINT OF CONTACT

TO BE SPECIFIED AT TIME OF AWARD

LIST OF EXHIBITS/ATTACHMENTS

List of Attachments

| | |
|----------------|---------------------------------------------------------------------------------------------------------------------------------|
| Attachment #1 | Performance Requirements Summary (3 pages) |
| Attachment #2 | Department of Labor Wage (DOL) Determination Under the Service Contract Act (to be provided upon receipt from the DOL) (pages) |
| Attachment #3 | Consolidated Commodity Classification List (14 pages) |
| Attachment #4 | Securing and Chocking Diagrams (11 pages) |
| Attachment #5 | Glossary of Terms (15 pages) |
| Attachment #6 | List of Forms (1 page) |
| Attachment #7 | Vessel Diagrams (6 pages) |
| Attachment #8 | Area Map of Blount Island (2 pages) |
| Attachment #9 | Port OPS Spill Response Equipment List (1 page) |
| Attachment #10 | Contract Price Revision Instructions (3 pages) |
| Attachment #11 | Proposal Cover Sheet (1 page) |

(Attachment 11 will not be included in the contract award)

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code 488320 and or Standard Industrial Code 4491 small business size standard for this acquisition appears in block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is \$21.5 million.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government will make a single award to one offeror as a result of this solicitation.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO 52.212-1

52.212-1 -- INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

PREPROPOSAL CONFERENCE

A Pre-Proposal conference will be held on April 8, 2004. The solicitation and an agenda for the conference will be posted to the following web site when the details are confirmed: <http://www.sddc.army.mil/>. Seating will be limited to no more than three participants per company. Companies/Agencies must provide the names, phone number and e-mail addresses of attendees no later than March 29, 2004. Please provide requested information, comments or questions to Commander SDDC, Hoffman II, 200 Stovall Street, ATTN: SDAQ-AT (Ruby Mixon//Joyce Koon), Alexandria, VA 22332-5000 or e-mail to: mixonr@sddc.army.mil and koonj@sddc.army.mil. Subject line shall state attendance at pre-proposal conference. Prospective offerors are encouraged to attend this conference. Attendees are encouraged to download, print a copy of the final solicitation from the HQ SDDC website, and bring their copy with them to the conference. [Government will attempt to provide answers to questions received prior to April 1, 2004 during the conference.](#) The cut-off date for ALL questions is April 13, 2004.

The Pre-proposal conference will be held at the Airport Holiday Inn – Jacksonville, 14670 Duval Road, Jacksonville, FL, 322218. Contact Ms. Carol Fortner at (904) 421-2032 for reservations or the main hotel number at (904) 741-4404. The conference is booked under “SDDC Pre-proposal Conference”.

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers must be submitted on the SF 1449 in the solicitation. As a minimum, offers must provide:

- (1) In response to this solicitation, each Offeror must submit their proposal in two (2) separately bound volumes in accordance with the format outlined below.

- (2) The hard copy proposals must be submitted on 8-1/2 by 11- inch paper, with one- inch margins, using Times New Roman font with no less than 10-point font size. Proposal pages exceeding the volume page limitations, paper size, margins, and font limits as stated in this solicitation will not be considered.
- (3) Electronic copies of each volume of the written proposal shall be submitted on Compact Discs (CD-ROMs) with a separate CD submitted for each portion of the proposal (i.e., one CD for Management/Technical Proposal, one CD for Cost Proposal, etc). Double-sided, high density (DSHD) 3.5-inch floppy diskette (formatted at 1.44MB) may be used instead of the CD-ROMs. All CD-ROMs and/or diskettes shall be readable on an IBM PC compatible system running Microsoft Windows NT and Office 2000. Each CD-ROM/diskette shall be clearly labeled stating the solicitation number, the volume number, the offeror's name, point of contact, and copy number (i.e. Copy 2 of 15). If more than one CD-ROM/ diskette is required for a volume, the CD-ROM/diskette shall be labeled as Disk "x" of "y" (i.e., Volume V Cost Proposal - Disk 1 of 2). If there are any discrepancies between the electronic version and the hard copy version submitted in response to this RFP, the hard copy version will take precedence and be considered as binding.

Volume I – Transmittal Information Volume (original and CD)

This volume shall include the following:

- 1) **Completed and Signed SF 1449 and Acknowledgement of Any Amendment(s) (SF30)**, if applicable.
- 2) **Completed Representations and Certifications**, FAR 52.212-3 and DFARS 252.212-7000.
- 3) **"Remit to" Address** (see Block 17b of SF 1449), if different from the mailing address.
- 4) **Socio-Economic Commitment** (original +1 copy and CD)

Volume II - Technical Volume (original, 1 copy and 3 CDs)

This volume shall contain the Offeror's Technical Capability, which demonstrates the Offeror's Understanding the Government's Requirement.

Technical Capability. The technical capability is limited to a maximum of 40 pages (excluding Safety, Security, Cargo Loss and Damage, and Quality Control Plans). **No price information shall be included in the technical volume.** The Offeror must submit technical capability that describes its ability to manage, supervise and perform required stevedoring and related terminal services in accordance with the contract requirements to include:

- (a) **Understanding of the Work.** A description of the Offeror's overall knowledge and understanding of required stevedoring and related terminal services for the handling of both DoD and non-DoD cargo, to include:

Vessel loading and discharge including but not limited to lashing and securing of cargo; cargo stow planning; utilization of all types of cargo lifting gear and materials handling equipment (MBE); procedures for handling hazardous cargo including explosives; and, knowledge of all Federal, State, and terminal or port requirements in the handling of types of cargo as required by the contract.

- Proposed number(s), type(s) and availability of Contractor furnished equipment to perform all contract required stevedoring operations, including but not limited to, all equipment identified in the Performance Work Statement paragraph, 4.1. Contractor Furnished Supplies and 4.2., Contractor Furnished Gear and Equipment.

- Reliability of proposed equipment expressed by its age, condition, and how it will be maintained and serviced.

(b) Management of Operations. Proposed plan for managing and supervising stevedoring and related terminal services to accomplish contract requirements. The plan must include:

- A detailed description of the managerial control and supervision of organization; operational control; *staffing* to satisfy requirement; methods to control costs; lines of authority coordination; and plan for interfacing with the Government required for the performance of the contract requirements;

- Proposed key personnel qualifications, experience and expertise to include resumes for proposed Terminal Manager, Stevedore Superintendents, and HAZMAT personnel; identify their qualifications including managerial experience, and training;

- Staffing Plan. To include a breakdown of the Contractor's gang structure (by labor categories) and estimated per hour productivity for levels for handling all cargo commodities.

- Description of contractor furnished equipment to support stevedoring and related terminal services, including the proposed number, types, availability, and age, condition, reliability of equipment, and also including how contractor's equipment will be maintained and serviced.

DO NOT INCLUDE PRICING IN THIS BREAKDOWN.

(c) Quality Control. Submit your proposed procedures/plans to provide quality control oversight, measurements, and reporting processes to ensure compliance with all contract requirements to include the following:

- Quality Control Plan. Proposed Quality Control Plan with a quality performance inspection checklist that includes all elements of the Performance Requirements Summary (PRS).

- Safety and Security Programs. Proposed comprehensive and effective Safety and Security programs which comply with all contract safety and security requirements.

- Cargo Loss and Damage Prevention Program. Proposed Cargo Loss and Damage Prevention Program including the procedures for minimizing damage; checking cargo upon receipt and shipment; maintaining records for cargo on-hand; and identifying damaged cargo in need of cooperating to prevent further loss and/or damage.

(d) Socio-Economic Commitment [Included in Transmittal Volume] The Socio-Economic Commitment shall contain a Subcontracting Plan in accordance with the requirements outlined in FAR Part 19.704(a). Note: The exceptions are those firms meeting the criteria for certification as a small business concern. The offeror's proposal shall include the minimum subcontracting percentage goals of at least 20% of the total contract value. The offeror shall further allocate the 20% among the following: Small Disadvantaged Businesses, Women-owned Small Businesses, Service Disabled Veteran Owned Small Business and HubZone. Offerors shall also include past performance information regarding subcontracting goals and achievement for the last three years. Offeror's proposal shall provide rationale for each goal that does not comply with the minimum goals.

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| Volume III – Past Performance Volume (original, 1 copy and 3 CDs) |
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Past Performance Information. Past Performance Information is limited to 15 pages. **No price information shall be included in the past performance volume.** The Offeror must submit past performance information as it relates to the requirements of the solicitation. Offerors must submit the information listed below as part of their proposal for both the Offeror and proposed major subcontractors, if any.

- (a) A list of five (5) contracts completed within the past three years, which clearly demonstrate the Offeror's performance relevant to the requirements and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the Federal Government, state and local government agencies and commercial customers.
- (b) Offerors that are newly formed entities without prior contracts or new to the solicitation requirements, with no relevant past performance history, must list references, for all key personnel whose experience the Offeror proposes will demonstrate their ability to perform the solicitation requirements.
- (c) Include the following information for each contract:
 - (i) Name and address of contracting activity, state or local government agency, or commercial customer.
 - (ii) Point of contact (POC) to include name, phone number, email address and fax number.
 - (iii) Contract number.
 - (iv) Contract type (fixed price/cost reimbursement, competitive/non competitive, negotiated/sealed bid)
 - (v) Contract value.
 - (vi) A description of the services/work required under the contract, including performance location (s) and performance period.
 - (vii) Name, telephone number, and facsimile number of the Contracting Officer or other individual responsible for awarding the contract.
 - (viii) Name, telephone number, and facsimile number of the Administrative Contracting Officer or other individual responsible for administering the contract.
 - (ix) Name, telephone number, and facsimile number of program manager, operations officer or other individual responsible for technical oversight of contract performance.
- (d) The Offeror should provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance. General performance information will be obtained from the references.
- (e) The Offeror may describe any widely recognized quality awards or certifications that the Offeror has earned. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications. Identify the segment of

the company (one division or the entire company) that received the award or certification and when the award or certification was bestowed. If the award or certification is more than three years old, present evidence that the qualifications still apply.

Volume IV - Price Volume (original, 1 copy and 3 CDs)

This volume shall contain the following:

- (a) **Completed Section B, Schedule of Rates** (unit prices and total line item amounts for all line items, in accordance with the pricing instructions) (Amounts are to be in a two decimal format; e.g. \$3.56, \$72.00)
- (b) **Supporting Pricing Documentation** as stated in the below Contract Pricing Proposal Instructions

CONTRACT PRICING PROPOSAL INSTRUCTIONS

The offeror is required to complete and submit the attached Proposal Cover Sheet (Attachment 11), in support of any proposal submitted in response to the Request for Proposal. This form shall be supplemented with a complete breakdown of the development of each unit price. Forms must be prepared in Microsoft Office 2000 (Excel) or lower. The offeror may use any format that provides the necessary data, but it must be all-inclusive. This supplemental data shall include as a minimum:

- (1) A detailed breakdown of direct labor costs, including categories and number of employees, wage rates, and fringe benefits;
- (2) A breakdown of insurance and tax rates, including (if applicable) the method used to “normalize” tax rates;
- (3) A detailed breakdown of the composition of all indirect and pool costs, such as indirect labor, overhead, and gear and equipment costs, and the method used to allocate such costs to the contract;
- (4) A detailed breakdown of the offeror’s General & Administrative Expense, including the composition of the offeror’s total G&A pool, the costs and amounts to be allocated;
- (5) The offeror’s proposed profit and method used to determine it;
- (6) A detailed description of the method(s) used to calculate each unit price, including the units per hour, hours of effort, or other basis used to convert the estimated costs into unit prices;

- (7) The cost of contractor furnished property shall be listed by type, quantity and cost. The proposed method of acquisition and reimbursement shall be shown. Any lease/rental cost shall be included. The depreciation schedule for all equipment/facilities shall be provided.
- (8) All other direct costs for performance of contract requirements; (i.e. uniforms, travel, training, equipment repair, etc.) Rationale for each proposed other direct costs is required.
- (9) A summary, by individual cost element, of the total price of the contract.

The price proposal shall contain only the information requested in this section and not be used as an extension of the technical proposal. The data submitted by the offeror must present a complete picture of the development of the offeror's price, from the estimation of the cost to perform the contract through the calculation of each individual unit price, and must be sufficiently detailed to permit a thorough analysis of the offeror's proposed prices. Upon award of the contract, this data will form the basis for any price adjustments pursuant to the Revision of Prices clause, DFARS 252.247-7002, and, as such, must provide the means of determining the application of any requested adjustments and calculating the revised unit prices. Section B will be included in this volume but will not count towards the page count.

Part IV- EVALUATION OF OFFERS

52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. To facilitate evaluation, all proposals must follow the instructions provided in Instructions to Offerors. The Contracting Officer intends to evaluate proposals and make award without discussions with offerors. Therefore, offerors are encourage to ensure that initial proposals contain the offeror's most favorable terms and reflect its best possible performance potential. The Contracting Officer intends to clarify all information submitted in response to the RFP as necessary to evaluate the proposals, and, notwithstanding these clarifications, the Contracting Officer still retains the right to award without discussions.
- (b) **EVALUATION FACTORS.** Offers will be evaluated on the following factors: (1) technical capability, (2) past performance, and (3) price. Technical Capability and Past Performance are equal in importance. When combined the non-price factors of technical capability, and past performance are approximately equal to price. All subfactors under Technical Capability are of equal importance.

(1) Technical Capability. The Government will evaluate the Offeror's technical capability (written) to determine the degree to which the information provided by the offeror in its proposal demonstrates the offeror's ability to manage, supervise, and perform stevedoring and related terminal services in accordance with the contract requirements and the subfactors listed below. All subfactors are of equal importance.

Subfactor A: Understanding of the Work. Demonstrated knowledge and understanding of required stevedoring and related terminal services, including management and supervision of, vessel loading and discharge to include lashing and securing of cargo; cargo stow planning; utilization of all types of cargo lifting gear and materials handling equipment; procedures for handling hazardous cargo including explosives; and knowledge of all Federal, State, and terminal or port requirements in the handling of types of cargo as required by the contract.

Subfactor B: Management of Operations. Demonstrated managerial and supervisory ability to provide required stevedoring and related terminal services in accordance with the contract PWS including management control and supervision of the organization; operational control; cost control methods; lines of authority for coordination; interface with the Government for performance of the requirements; staffing to perform requirement, including key personnel, HAZMAT certified personnel, gang structure; and, productivity levels for handling all cargo commodities. Proposed contractor furnished equipment to support stevedoring and related terminal services, including the proposed number, types, availability, and age, condition, reliability of equipment, and also including how contractor's equipment will be maintained and serviced.

Subfactor C: Quality Control. Demonstrated ability to provide quality control oversight, measurements, and reporting processes to ensure compliance with of all contract requirements including a proposed or established Quality Control Plan with a quality performance inspection checklist that includes all elements in the Performance Requirements Summary; comprehensive and effective Safety and Security programs which comply with all contract safety and security requirements; and a Cargo Loss and Damage

Prevention Program that includes procedures for minimizing damage; checking cargo upon receipt and shipment; maintaining records and reporting of cargo on-hand; and identifying damaged cargo in need of cooperating to prevent further loss and or damage.

Subfactor D: Socio-Economic Commitment. The Government will evaluate this area in accordance with FAR 19.705-4. The offeror's Subcontracting Plan will be evaluated to determine the extent to which it complies and adequately addresses all elements of FAR 19.704. The Government will also evaluate the past performance information on goals and achievements to determine the extent that offerors established realistic goals and were able to achieve them across the required categories of small business concerns identified in minimum goals.

(2) PAST PERFORMANCE.

Past performance is a measure of the degree to which an Offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations.

a. The Government will evaluate each Offeror's past performance, and that of any major sub contractors, as it relates to the probability of successful accomplishment of the services required under this solicitation. The Government will consider the currency of past performance information; relevancy of the information; the source of information; the context of the data; and, general trends in the contractor's performance. This consideration will focus on the inquiry on those areas of performance that are most relevant to the solicitation requirements, such as compliance with contractual requirements, technical competence, knowledge and understanding DoD transportation policies, and customer satisfaction. In the absence of past performance (new company) the Government will evaluate the references of the Key Personnel the offeror has submitted in its proposal.

b. If an Offeror or proposed subcontractor does not have past performance history or key personnel experience relevant to the solicitation, the Offeror will not be rated favorably or unfavorably.

c. The primary source of performance data must be the information provided by the offeror in its proposal and information obtained from references and other customers that may be known to the Government.

d. Since the Government will not necessarily interview all of the sources provided by the Offeror, it is incumbent on the Offeror to explain the relevance of the data provided for the references identified. The burden of providing thorough and complete past performance information rests with the Offeror.

(3) PRICE

a. The offer will be evaluated for Price reasonableness in accordance with FAR 15.305(a)(1). Price will be evaluated for reasonableness based on the total proposed price. The determination that the total price is reasonable will be based on information submitted with the offeror's proposal (see Instructions to Offerors, Volume III - Pricing Volume), the comparison of other competitive offers, the Independent Government Cost Estimate (IGCE) or on any other reasonable basis.

b. Offerors will be ranked from lowest to highest price. If only one offer is received, the determination

will be based on a comparison to the IGCE or any other reasonable basis.

(c) **RELATIVE IMPORTANCE OF FACTORS AND SUBFACTORS:**

Technical Capability and Past Performance are equal in importance. When combined the non-price factors of Technical Capability and Past Performance are approximately equal to price. All subfactors under Technical Capability are of equal importance.

(d) **OFFERS ARE TO BE EVALUATED AS FOLLOWS:**

Award will be made to the responsible offeror whose proposal conforms to the solicitation and offers the best value to the Government, considering a combination of technical capability, past performance, and price reasonableness. The Government reserves the right to award to other than the lowest price offeror. The Government also reserves the right to award to other than the offeror(s) receiving a low performance risk assessment for past performance and/or a higher assessment for technical capability, where doing so would represent the best value to the Government.

- (1) **Technical Capability.** Technical Capability will receive an adjectival rating of Excellent, Good, Satisfactory or Unsatisfactory with supporting rationale.
- (2) **Past Performance.** Past Performance will be rated in a narrative manner and the risk associated with the past performance will be categorized as low, moderate, or high. The high, moderate, and low risk categories may be further enhanced by a comparative analysis of the Offerors' proposals.
- (3) **Price.** The price proposal will be analyzed for reasonableness and completeness to determine the evaluated price to the Government.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product | Listed Countries of Origin: |
|--------------------|-----------------------------|
| . | . |
| . | . |
| . | . |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001 | This is an informational CLIN FFP All pricing is to be inserted in the Schedule of Rates PURCHASE REQUEST NUMBER: W90XW8-4023-0001 | 1 | Lot | | |

NET AMT

FOB: Destination